

THE ELDER SCROLLS® ONLINE SUMMERSET® PAINTING GIVEAWAY

OFFICIAL TERMS & CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. NOT EVERYONE THAT PLAYS THE ELDER SCROLLS ONLINE SUMMERSET PAINTING GIVEAWAY WILL WIN A PRIZE OR BE ELIGIBLE TO WIN A PRIZE. THESE OFFICIAL TERMS AND CONDITIONS APPLY TO THE ELDER SCROLLS® ONLINE SUMMERSET PAINTING GIVEAWAY DESCRIBED HEREIN.

These are the official rules (“*Terms and Conditions*”) that govern how the **The Elder Scrolls® Online Summerset® Painting Giveaway** (the “*Giveaway*”) will operate. The Giveaway is sponsored by Bethesda Softworks LLC (including its parent, ZeniMax Media Inc., and its affiliates including ZeniMax Europe Ltd.) located at 1370 Piccard Drive, Rockville, Maryland 20580, USA (the “*Sponsor*”). The “*Territory*” in these Terms and Conditions shall mean **(i) one of the 50 United States or the District of Columbia (excluding the territories, military installations and commonwealths), (ii) Canada, (iii) the United Kingdom, Spain, Germany, Switzerland, Austria, Finland, Norway, or the Netherlands, (iv) Australia (excluding New South Wales and Australian Capital Territory) or New Zealand.**

For the purposes of the Giveaway, the “*Giveaway Group*” is composed of the Sponsor, together with its affiliates and related companies, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Giveaway, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Giveaway and their respective officers, directors, employees, agents, and other representatives. When entering into this Giveaway, you should carefully read these Terms and Conditions. By entering the Giveaway you acknowledge, agree and accept these Terms and Conditions and will be bound by them.

1. GIVEAWAY PERIOD

The Giveaway starts on Thursday, December 20, 2018 at 10:00 a.m. US Eastern Standard Time (“EST”) and ends on Friday, December 28, 2018 at 12:00 pm US EST (the “*Giveaway Period*”).

2. ELIGIBILITY

All participants must be 18 years of age or older at the time of entry (the “*Required Age*”), must possess a valid form of identification and be a legal resident of one of the countries listed in the Territory (as defined above). All applicable federal, national, state, provincial and local laws and regulations apply. Void where prohibited, restricted or taxed by law. Excluded from eligibility are officers, directors, employees, agents and representatives of the Sponsor, each of its respective parent, affiliated or related companies, agencies, suppliers of the materials and services related to this Giveaway, and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and sales representatives.

3. PRIZES

There will be one (1) winner. The winner will receive an original painting depicting “*The Beauty of Artaeum*” from *The Elder Scrolls® Online: Summerset* (“**Prize**”):

The Prize will be delivered only to the verified winner. The Prize has an approximate retail value of US \$450 ARV determined as of January 2018. The Price is subject to change; retailers may sell for less. The Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Giveaway Group reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a prize, or any component of any

prize, cannot be awarded for any reason. The Sponsor will not replace any lost or stolen prizes. The Sponsor makes no representations or warranties with respect to any prize. For physical prizes, prizes include shipment and delivery to one (1) address in the Territory only, as supplied by the selected winner. Any other taxes, costs or expenses associated with acceptance and use of the Prizes will be the responsibility of selected winners.

For US residents: Any person winning US \$600 or more worth of prizes from Sponsor in a calendar year will receive an IRS form 1099 after the end of the calendar year in which the prizes were awarded, and a copy of such form will be filed with the Internal Revenue Service (IRS).

4. HOW TO ENTER

NO PURCHASE NECESSARY. Enter via Twitter: Internet access and Twitter account required.

To enter the Giveaway you must satisfy all of the eligibility criteria above and must log into your Twitter account and “Follow” @TESOnline and retweet the prize post referencing the Giveaway during the Giveaway Period (“**Entry Requirements**”). In order for your entry to be valid, your Twitter Account must be public and thus viewable by the Sponsor and its agents. Once your submission is received, you will receive one (1) entry (each an “**Entry**” or collectively, the “**Entries**”) into the Giveaway. By submission of an Entry, you confirm that you have read, understood and agree to abide by these Official Giveaway Terms and Conditions. You must satisfy the eligibility requirements listed in Section 2 above or your submission will be void and ineligible for entry into the Giveaway. You represent and warrant that your submission is not libelous, defamatory, profane or obscene and does not infringe upon the intellectual property rights, privacy or personality or any other statutory or common law rights of any other person. **Limit: One (1) Entry per person during the Giveaway Period.** Entry must be submitted by the entrant him or herself. You may only use one (1) Twitter account in connection with this Giveaway. Any attempt to exceed the maximum number of Entries per person is a violation of these Official Giveaway Terms and Conditions and may result in disqualification. Use of automated devices is prohibited; automated Entries (including but not limited to Entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification.

5. HOW TO WIN THE GIVEAWAY

At approximately **12 pm US EST on January 4, 2019**, a random draw will be conducted at Sponsor’s US office, from all eligible Entries received via Twitter during the Giveaway Period (the “**Draw Date**”). See Prize Claim Conditions in Section 5 below. Odds of being selected as eligible to win a prize in this Giveaway will depend on the total number of eligible Entries received each day during the Giveaway Period.

6. PRIZE CLAIM CONDITIONS

The selected entrant(s) will be notified by the Sponsor within approximately **four (4) business days** of the Draw Date via the Twitter account used by the entrant to submit the Entry. The selected entrant may also be required to complete and return to the Sponsor (or its authorized agent) by the deadline specified a written affidavit of eligibility (or declaration and release) and publicity release form (collectively, the “**Release**”), releasing the Giveaway Group from any liability in connection with this Giveaway or the acceptance, possession, use or misuse of any prize, in such form as requested by the Sponsor. Return of any prize or winner notification as undeliverable, inability to contact selected entrant or failure of any selected entrant(s) to respond to notification within **three (3) days of first attempt** by the Sponsor or the Sponsor’s agent, failure to provide proof of eligibility (if requested), Release documents, or other required documentation in a timely manner, or other non-compliance with these official Terms and Conditions may result in disqualification, forfeiture of the prize and, at the Sponsor’s sole discretion, selection of an alternate eligible entrant for the forfeited prize at random from all remaining eligible Entries received, who will be subject to disqualification in the same manner.

Residents of Canada Only: Before being declared a winner, each selected entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by telephone.

7. PERSONAL INFORMATION

The Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Giveaway for the purposes of administering the Giveaway and prize fulfillment. By entering this Giveaway, you consent to such collection, use, and disclosure of your personal information.

Residents of Canada, the United Kingdom, Spain, Germany, Switzerland, Austria, Finland, Norway, the Netherlands, Australia (excluding New South Wales and Australian Capital Territory) or New Zealand only: By accepting a prize, winner agrees to the Sponsor's use of his/her name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity the Sponsor may conduct relating to the Giveaway in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Aggregate and/or anonymized Giveaway winner information may be used by the Sponsor to communicate about the Giveaway to its retailers and distributors.

Any personal information received as part of this Giveaway will be used by Sponsor, its affiliates and its advertising and marketing agencies involved in this Giveaway for the purpose of the administration of the Giveaway only. Sponsor's privacy policy will apply to this Giveaway and to all information that we receive from your entry. For further information about the Sponsor's privacy practices, please see the Sponsor's Privacy Policy at: http://www.zenimax.com/legal_privacy.htm. Please note that by accepting these Terms and Conditions you acknowledge and agree that you are also accepting the terms of the Privacy Statement.

8. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

If the Giveaway, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, the Sponsor may, in its sole discretion, void any suspect Entries and: (a) terminate the Giveaway, or any portion thereof; (b) modify or suspend the Giveaway, or any portion thereof, to address the impairment and then resume the Giveaway, or relevant portion, in a manner that best conforms to the spirit of these official Terms and Conditions; and/or (c) award the prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

FOR CANADIAN RESIDENTS ONLY: The Sponsor reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux (the "**Régie**") with respect to residents of Quebec to terminate, suspend or modify this Giveaway, or these official Terms and Conditions, in whole or in part, at any time and without notice or obligation if, in the Sponsor's sole opinion, any factor interferes with its proper conduct as contemplated by these official Terms and Conditions. Without limiting the generality of the foregoing, if the Giveaway, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, the Sponsor may, in its sole discretion, and subject only to the approval of the Régie in Quebec, void any suspect Entries and: (a) terminate the Giveaway, or any portion thereof; (b) modify or suspend the Giveaway, or any portion thereof, to address the impairment and then resume the Giveaway, or relevant portion, in a manner that best conforms to the spirit of these Terms and Conditions; and/or (c) award the prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

9. GENERAL CONDITIONS

Winning the prize is contingent on fulfilling all the requirements set forth herein. All entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. Entrants agree to abide by these official Terms and Conditions. Decisions of the Sponsor and/or any independent Giveaway judging organization will be final and binding on all matters pertaining to this Giveaway. Giveaway is subject to all applicable national, federal, state, provincial and local laws. Void where prohibited. The Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. The Sponsor's failure to enforce any term of these official Terms and Conditions shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these official Terms and Conditions shall not affect the validity or enforceability of any other provision. If any provision of these official Terms and Conditions is determined to be invalid or otherwise unenforceable, then the official Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to the Sponsor his/her prize, or the cash value thereof. the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Giveaway and/or Giveaway websites or apps, violates the official Terms and Conditions, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION ASSOCIATED WITH THIS GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the Twitter account used to submit the Entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned to the Twitter account by Twitter Inc. The potential winner may be required to show proof of being the "authorized account holder".

10. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS GIVEAWAY, ENTRANTS AGREE THAT THE GIVEAWAY GROUP HAS, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS AGAINST, ANY LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM (A) ENTRY OR PARTICIPATION IN THIS GIVEAWAY, INCLUDING ACCESS TO AND USE OF THE GIVEAWAY WEBSITES, (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY, OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Giveaway Group and any of the Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by the Giveaway website users, or by any of the equipment or programming associated with or utilized in the Giveaway, or by any technical or human error which may occur in the processing of submissions in the Giveaway; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Giveaway judging organization or the Sponsor for any reason,

including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Giveaway; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

11. QUEBEC RESIDENTS ONLY

Any litigation respecting the conduct or organization of a publicity Giveaway may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

12. TWITTER DISCLAIMER

This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Twitter. In entering the Giveaway entrants are providing information to Sponsor and not to Twitter. By entering the Giveaway each entrant releases Twitter completely from any liability in respect of the Giveaway.

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